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BELL SOUTH

Gregg F. Morton

Vice President - Regulatory and Legislative Affairs

2000-0064-C

Suite 807

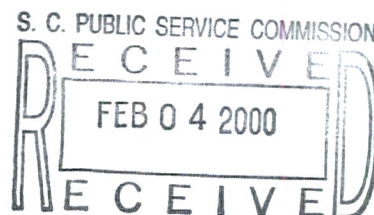
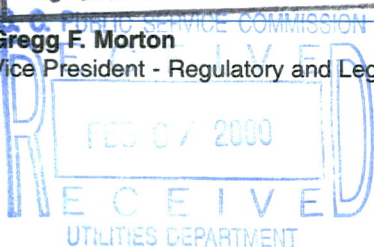
1600 Hampton Street

Columbia, South Carolina 29201

803 733-6300

FAX 803 771-4680

January 31, 2000



The Honorable Gary E. Walsh
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Approval of the Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and AVANA Communications
Corporation pursuant to Sections 251, 252 and 271 of the
Telecommunications Act of 1996

Dear Mr. Walsh:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and AVANA Communications Corporation ("AVANA") are submitting to the South Carolina Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements, and the resale of BellSouth's telecommunications services to AVANA. The agreement was negotiated pursuant to Sections 251, 252 and 271 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AVANA within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Gregg F. Morton

GFM/jbm

Enclosures

AGREEMENT

This Agreement, which shall become effective as of the 24th day of January, 2000, is entered into by and between AVANA Communications Corporation, ("AVANA") a Georgia corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, AVANA Corporation has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") dated December 1, 1998 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, AVANA Corporation and BellSouth hereby agree as follows:

1. With the exception of Attachment 4 and any amendments related to Attachment 4, AVANA Corporation and BellSouth shall adopt in its entirety the BellSouth and Covad Interconnection Agreement dated December 1, 1998 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth and Covad Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	21
Attachment 1	14

Attachment 2	55
Attachment 3	10
Attachment 4 (Deleted- Not adopted)	1
Attachment 5	7
Attachment 6	5
Attachment 7	18
Attachment 8	2
Attachment 9	2
Attachment 10	47
Attachment 11	178
Amendment No. 1 dated 2/22/99	2
Amendment dated 2/22/99 (Alabama)	22
Amendment dated 2/22/99 (South Carolina)	23
Amendment dated 4/12/99	3
Third Amendment dated 9/30/99	4
Interim Amendment dated 11/5/99 not adopted	
Second Interim Amendment dated 11/5/99 not adopted	
TOTAL	395

2. In the event that AVANA Corporation consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of AVANA Corporation under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the General Terms and Conditions of the BellSouth and Covad Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 in the General Terms and Conditions of the BellSouth and Covad Interconnection Agreement, the effective date shall be **December 1, 1998**.

4. AVANA Corporation shall accept and incorporate any amendments to the BellSouth and Covad Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
 9th Floor
 600 North 19th Street
 Birmingham, Alabama 35203
 and

04/27/99


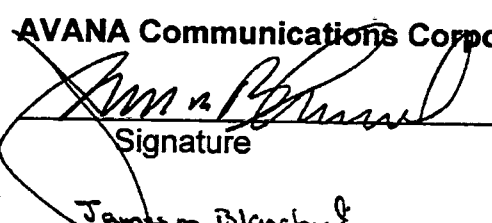

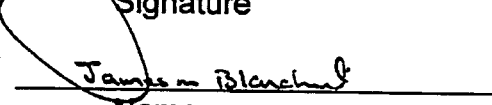
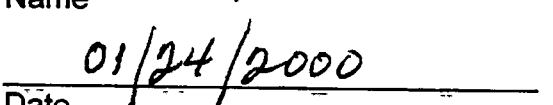
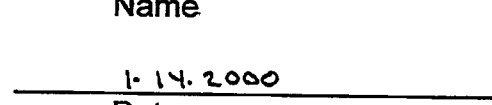
General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

AVANA Communications Corporation

Jim Blanchard
President
AVANA Communications Corporation
1690 Chantilly Drive N.E.
Atlanta, GA 30324

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.	AVANA Communications Corporation
	
Signature	Signature
	
Name	Name
	
Date	Date

**INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
DIECA Communications, Inc. d/b/a Covad Communications Company**

ORIGINAL